

STATE OF MICHIGAN DEPARTMENT OF TREASURY
DEPOSITORY AGREEMENT

Attachment 3

THIS AGREEMENT, made this _____ day of _____ by and between the Treasurer of the State of Michigan, party of the first part, and _____ of _____, a financial institution, as party of the second part,
(Financial Institution Name) (City, State)

WITNESSETH, as follows:

The party of the first part agrees to make said party of the second part a depository of funds belonging to the State of Michigan, as authorized by law.

The party of the second part agrees in accordance with the Constitution and statutes of the State of Michigan as follows:

First, To receive and safely keep all such funds of said State of Michigan, as may be deposited in the name of the state treasurer, and to reimburse and pay the same to the order of the state treasurer, or his successor in office, or to whomever may be lawfully entitled to receive the same, upon demand.

Second, To pledge as security for the safekeeping and prompt payment upon demand of all such funds belonging to the state, the securities enumerated in the Schedule of Pledged Securities which becomes a part of this agreement; such pledge to be effective upon the deposit with the party of the first part of the actual securities or the deposit of safekeeping receipts or depository advices duly assigned or issued to the state treasurer by a Federal Reserve Bank or other institution qualified to hold said securities for safekeeping purposes, in the event of such assignment or issuance the state treasurer to have the same rights with respect to the securities represented thereby as if the securities were physically deposited in the state treasury.

Third, The party of the second part agrees to obtain prior written authorization of the state treasurer to procure the unconditional release or substitution of any securities deposited for safekeeping for which safekeeping receipts or depository advices have been assigned or issued hereunder.

Fourth, It is mutually agreed by and between the respective parties hereto that the said party of the second part may substitute securities of the same kind and in the amount for the securities enumerated in the schedule whereupon such substituted securities shall be subject to all the terms and conditions of this depository agreement. When such substitutions are made a revised schedule shall be executed by the parties hereto and become a part of this agreement.

Fifth, In the event of default in any of the terms and conditions of this depository agreement, the state treasurer is hereby authorized to sell all or any part of the pledged securities listed in the Schedule, which is a part hereof, at public or private sale at his discretion, with or without advertising the sale and with or without any notice, and to apply the proceeds of such sale first to the payment of all expenses connected with such sale and then to pay the remaining balance to the state treasurer to the extent of the funds then chargeable thereto hereunder, such excess shall be paid to the party of the second part. Should the proceeds of the sale be insufficient to pay the amounts chargeable thereto hereunder, the party of the second part will pay to the party of the first party an amount equal to such deficiency.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal, and the said party of the second part has caused this agreement to be subscribed to by its duly authorized officers and its corporate seal to be affixed hereto.

STATE TREASURER, STATE OF MICHIGAN

(Seal of Treasury)

BY: _____
Sue L. Kohagen, Assistant to the Administrator
Short Term Fixed Income Division

(Seal of Bank)

Financial Institution Name

City, State

BY: _____
Authorized Representative Signature